

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TARANEH VESSAL,)	
)	
Plaintiff,)	
)	
vs.)	
)	
CHASE HOME FINANCE, LLC,)	
)	
Defendant.)	

COMPLAINT

INTRODUCTION

1. Plaintiff Taraneh Vessal brings this action to secure redress from unlawful credit and collection practices engaged in by defendant Chase Home Finance, LLC. Plaintiff alleges violation of the Telephone Consumer Protection Act, 47 U.S.C. §227 (“TCPA”).

2. The TCPA restricts the use of automated equipment to dial cellular telephones.

VENUE AND JURISDICTION

3. This Court has jurisdiction under 28 U.S.C. §§1331, 1337 and 1367.

4. Venue and personal jurisdiction in this District are proper because:

a. Defendant’s collection communications were received by plaintiff within this District;

b. Defendant transacts business within this District.

PARTIES

5. Plaintiff Taraneh Vessal is an individual who resides in the Northern District of Illinois.

6. Defendant Chase Home Finance, LLC is a limited liability company with principal offices located at 3415 Vision Drive, Columbus, Ohio 43219. It does business in Illinois.

FACTS

7. Defendant has been attempting to collect a loan from plaintiff.

8. Between May 19, 2010 and September, 2011, plaintiff received a series of more than 80 automated telephone calls to her cell phone. Some of the messages included a recorded voice. The following is a partial list of the calls:

800 848-9380	Wednesday May 19, 2010 at 2:32pm
800 848-9380	Friday May 21, 2010 at 6:18pm
800 848-9380	Monday May 24, 2010 at 7:10pm
800 848-9380	Tuesday May 25, 2010 at 11:56am
614 422-4215	Wednesday May 26, 2010 at 2:13pm
800 848-9380	Thursday May 27, 2010 at 2:58pm
614 422-4215	Friday May 28, 2010 at 6:28pm
614 422-4215	Friday May 28, 2010 at 6:48pm
800 848-9380	Saturday May 29, 2010 at 10:31am
800 848-9380	Monday May 31, 2010 at 1:10pm
614 422-4215	Monday May 31, 2010 at 7:20pm
800 848-9380	Monday May 31, 2010 at 7:40pm
800 723-3004	Wednesday June 2, 2010 at 5:22pm
614 422-4215	Friday June 4, 2010 at 2:45pm
800 723-3004	Friday June 4, 2010 at 5:50pm
800 848-9380	Saturday June 5, 2010 at 2:46pm
800 848-9380	Saturday June 5, 2010 at 4:46pm
614 422-4215	Tuesday June 8, 2010 at 12:26pm
800 848-9380	Tuesday June 8, 2010 at 1:21pm
614 422-4215	Wednesday June 9, 2010 at 5:06pm
614 422-4215	Wednesday June 9, 2010 at 5:26pm
800 723-3004	Wednesday June 9, 2010 at 5:57pm
614 422-4215	Thursday June 10, 2010 at 5:29pm
614 422-4215	Thursday June 10, 2010 at 5:31pm
800 723-3004	Wednesday June 9, 2010 at 5:57pm
614 422-4215	Friday June 11, 2010 at 9:57am
800 723-3004	Friday June 11, 2010 at 5:32pm
800 848-9380	Saturday June 12, 2010 at 12:05pm
614 414-4215	Saturday June 12, 2010 at 3:19pm

9. The calls came from 800-848-9380 and 614-422-4215, which numbers are issued to defendant.

10. On information and belief, the calls were placed using predictive dialers. The predictive dialers place calls without human intervention until a connection is made, in which case the dialers attempt to connect the recipient with a debt collector.

11. Some calls were placed using a recorded voice.

12. On or around May 26, 2010, Plaintiff received and recorded messages
stating:

“... 17101 S. Lock Avenue, South Holland, IL 60473. Chase Housing Counselors will be on hand to discuss your housing needs and to answer your questions. If you aren’t able to attend the event, we do have other options. Please call us at 708 450-3702. We hope to see you on Saturday the 26th.”

13. On or around June 23, 2012, Plaintiff received and recorded messages
stating:

“... Elementary School located at 350 West Capital(?) Lane, Batavia, IL 60510. Chase Housing Counselors will be on hand to discuss your housing means and answer your questions. If you are unable to attend the event, you do have other options. Please call at 708 450-3702. We hope to see you Saturday the 12th.”

14. Plaintiff asked that defendant cease calling her cellular phone.
15. Defendant continued calling Plaintiff’s cellular phone.
16. Plaintiff wrote to Defendant and again asked Defendant to cease calling
her cellular phone. Exhibit A.

17. Defendant still continued calling Plaintiff’s cellular phone.
18. Defendant violated the TCPA even if defendant’s actions were only
negligent.
19. Defendant should be enjoined from committing similar violations in the
future.

COUNT I – TCPA

20. Plaintiff incorporates paragraphs 1-19.

21. The TCPA, 47 U.S.C. §227, provides:

§ 227. Restrictions on use of telephone equipment

... (b) Restrictions on use of automated telephone equipment.

(1) Prohibitions. It shall be unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States–

(A) to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice—

(iii) to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call; . . .

22. The TCPA, 47 U.S.C. §227(b)(3), further provides:

Private right of action.

A person or entity may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State—

(A) an action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation,

(B) an action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater, or

(C) both such actions.

If the Court finds that the defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under the subparagraph (B) of this paragraph.

23. Defendant violated the TCPA by placing automated and recorded calls to plaintiff's cellular phone.

WHEREFORE, plaintiff requests that the Court enter judgment in favor of plaintiff and against defendants for:

- (1) Statutory damages;
- (2) An injunction against further violations;
- (3) Costs of suit; and
- (4) Such other or further relief as the Court deems just and proper.

/s/ Daniel A. Edelman

Daniel A. Edelman

Daniel A. Edelman
Cathleen M. Combs
James O. Lattuner
Catherine A. Ceko
EDELMAN, COMBS, LATTURNER
& GOODWIN, L.L.C.
120 S. LaSalle Street, 18th Floor
Chicago, Illinois 60603
(312) 739-4200
(312) 419-0379 (FAX)

NOTICE OF LIEN AND ASSIGNMENT

Please be advised that we claim a lien upon any recovery herein for 1/3 or such amount as a court awards. All rights relating to attorney's fees have been assigned to counsel.

/s/ Daniel A. Edelman
Daniel A. Edelman

Daniel A. Edelman
EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC
120 S. LaSalle Street, 18th Floor
Chicago, Illinois 60603
(312) 739-4200
(312) 419-0379 (FAX)

EXHIBIT A

Chase Home Mortgage:
P.O. Box 24714
Columbus, OH. 43224
Fax: 614-422-7171

To whom it may concern:

I rescind consent for Chase Home Mortgage to call my cell phone [REDACTED] at any time.

Sincerely,

Taraneh Vessal

SENDER: COMPLETE THIS SECTION

1. Complete Items 1, 2, and 3. Also complete Item 4, if Restricted Delivery is desired.

2. Print your name and address on the reverse so that we can return the card to you.

3. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Chase Home mortgages
P.O. Box 24714
Columbus, OH 43224

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature Joe Cowan

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail ☐ Registered Mail ☐ Insured Mail ☐ C.O.D.

☐ Express Mail

4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

PS Form 3811, February 2004

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

COLUMBUS OH 43224

Postage	\$0.44	0101
Certified Fee	\$2.80	24
Return Receipt Fee (Reinsurance Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Reinsurance Required)	\$0.00	
Total Postage & Fees	\$5.54	06/13/2010

Chase Home mortgages
P.O. Box 24714
Columbus, OH 43224

PS Form 3809, August 2005